



TECHNICAL SERVICE AGREEMENT

Between: King County and CITY OF EVERETT

For: Lab Testing Services

I. PURPOSE

This Agreement is made and entered into by King County, Washington ("King County"), by and through its Water and Land Resources Division of the King County Department of Natural Resources and Parks ("WLRD") and City of Everett (the "Service Recipient") referred to singularly as "Party" and collectively as "Parties." This Agreement provides the terms under which King County will perform work for the Service Recipient as summarized in I. A. below, and as more particularly described in the Scope of Work attached to this Agreement as Exhibits One and Two and incorporated herein and made a part hereof.

I. TERMS

A. Description of service provided by King County

Provide laboratory analytical services as described in Exhibits One and Two.

B. Administration

1. Each Party shall appoint a representative to manage the provision of services under this Agreement. The name of each representative is provided in Exhibits One and Two.
2. In the event that a dispute arises under this Agreement, it shall be referred for resolution to the Division Director of WLRD, or other representative as designated by WLRD, and a staff person designated by the Service Recipient. This provision shall not be construed as prohibiting either Party from seeking enforcement of the terms of this Agreement, or relief or remedy from a breach of the terms of this Agreement, in law or in equity.

C. Responsibilities

1. King County shall perform the work described in Exhibits One and Two.
2. The Service Recipient shall pay for the work described in Exhibits One and Two up to \$16,000.00 and make payments in accordance with the terms of Section D. below.

D. Billing and Payment

1. The Service Recipient shall pay King County up to the amount stated in Section C.2. above, for actual costs incurred to perform work as described in Exhibits One and Two.
2. King County shall include the charges billed to the Service Recipient on an itemized invoice and provide the invoice to the Service Recipient.
3. The Service Recipient will make payment to King County for invoiced amounts within sixty (60) days.
4. The Parties represent that funds for service provision under this Agreement have been appropriated and are available. To the extent that such service provision requires future appropriations beyond current appropriation authority, each of the Parties' obligations are contingent upon the appropriation of sufficient funds by that Party's legislative authority to

complete the activities described herein. If no such appropriation is made for either Party, this Agreement will terminate at the close of the appropriation year for which the last appropriation that funds these activities was made.

E. Effectiveness and Duration

1. This Agreement is effective upon signature by both Parties and shall remain in effect until December 31, 2018, unless terminated as set forth in Section H. of this Agreement.
2. This Agreement may be amended, altered, clarified, or extended only by the written agreement of the Parties hereto.
3. This Agreement is not assignable by either Party, either in whole or in part.
4. This Agreement is a complete expression of the intent of the Parties and any oral or written representations or understandings not incorporated herein are excluded. The Parties recognize that time is of the essence in the performance of the provisions of this Agreement. Waiver of any default shall not be deemed to be waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the Parties which shall be attached to the original Agreement.

F. Indemnification

To the maximum extent allowable by law, the Service Recipient shall protect, defend, indemnify, and save harmless King County, its officers, officials, employees, and agents, while acting within the scope of their employment, from any and all costs, claims, judgments, penalties, and/or awards of damages, arising out of or in any way resulting from the Service Recipient's own negligent acts or omissions in performing its obligations pursuant to this Agreement. To the maximum extent allowable by law, King County shall protect, defend, indemnify, and save harmless the Service Recipient, its officers, officials, employees, and agents, while acting within the scope of their employment, from any and all costs, claims, judgments, penalties, and/or awards of damages, arising out of or in any way resulting from King County's own negligent acts or omissions in performing its obligations pursuant to this Agreement. Each Party agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event that a Party incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this Article, all such fees, expenses, and costs shall be recoverable from the responsible Party to the extent of that Party's culpability. The indemnifications provided for in this Section F. shall survive the termination of this Agreement.

G. Reporting obligation

King County's sole reporting obligation under this Agreement is to provide the results of laboratory analytical services to the Service Recipient. The Parties agree that King County's reporting obligations do not extend to any third party, including any regulatory agency that may seek to obtain or require the results of laboratory analyses. The Parties further agree that any reporting obligations that may exist with regard to third parties, including regulatory agencies, shall remain solely the responsibility of the Service Recipient. King County shall have no liability for any failure to meet any existing reporting requirements and the Service Recipient agrees to defend, indemnify and hold harmless King County for any damages, suits or claims by third parties related to the failure to report the results of the laboratory analyses.

H. Termination

Either Party may terminate this Agreement upon thirty (30) days prior written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

I. Counterparts

This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement on this 22nd day of December, 2011.

Approved as to Form

King County:

This Agreement has been approved as to form by the King County Prosecuting Attorney's Office as of October 24, 2011.

By: John B. Balle for...
Title: Department Director
Department of Natural Resources and Parks

Service Recipient:

By: Ray Stephenson

Title: Mayor

APPROVED AS TO FORM

James D. Iles
JAMES D. ILES, City Attorney

ATTEST:

Charon Jule
City Clerk

EXHIBIT ONE

SCOPE OF WORK & BUDGET

Project Purpose/Description:

Lab analysis of samples from the Everett WWTP

Responsible Parties for this project

- For King County: Colin Elliott
- For the Service Recipient: Chris Merwede

Scope of Work

TASK TITLE	DESCRIPTION	PRODUCT TO BE DELIVERED	DATE OF COMPLETION	COST/ EVENT
Testing for Organic Priority Pollutants as per NPDES permit	Analysis for Organic Priority Pollutants (SVOCs, VOCs, Chlorinated Pesticides and PCBs) of one influent, two effluent samples and one liquid sludge (reported on a dry weight basis).	Lab Analysis Report	Dec 31, 2018	\$6,575.00
Testing for Organic Priority Pollutants for the Pre-Treatment Program	Analysis for Organic Priority Pollutants (SVOCs and VOCs) in three sewer discharge samples.	Lab Analysis Report	Dec 31, 2018	\$2,856.00

- City of Everett staff will collect, package and ship or transport the sample(s), using appropriate collection, chain of custody documentation and shipping techniques. Samples will be shipped on ice, with next-day delivery.
- All sampling events will be conducted on mutually agreed upon dates.
- Analysis results will be available within 30 days of receipt of the samples by the King County Environmental Laboratory.
- SVOC testing will include the 8 PBT compounds listed in Appendix A of the current NPDES permit for the City of Everett. King County Environmental Lab will perform the analysis in a manner expected to meet the detection and quantitation limits in Appendix A for the effluent samples. Unexpected interferences may require reporting detection and quantitation limits higher than the listed limits. The lowest possible detection and quantitation limits will be reported for the liquid sludge, influent and pre-treatment samples but will likely not meet Appendix A limits.
- The Environmental Laboratory will prepare a Lab Analysis Report consisting of a Comprehensive Data Report (standard laboratory format) available as hardcopy and / or PDF file; a cover letter describing analytical anomalies if any occurred; and copies of associated laboratory QC data.

Budget Estimate

Total estimated cost(s) for above task(s) is/ are as outlined below. City of Everett will be billed on actual costs to perform tasks, not to exceed the budget amount in the Grand Total box for the cost(s) described in the budget table below.

Budget Estimate Table

Item	Basis	Total Estimated
SVOC testing on influent, effluent and sludge samples	4 x \$476/sample	\$1,904
VOC testing on influent, effluent and sludge samples	4 x \$357/sample	\$1,428
CI Pesticides on influent, effluent and sludge samples	4 x \$357/sample	\$1,428
PCBs on influent, effluent and sludge samples	4 x \$357/sample	\$1,428
Total solids testing on one biosolids sample	\$30 /sample	\$30
SVOC testing on sewer influent from pre-treatment program	3 x \$476/sample	\$1,428
VOC testing on sewer influent from pre-treatment program	3 x \$357/sample	\$1,071
Containers, shipping, reporting and sample disposal	2 x \$357 / set	\$714
GRAND TOTAL Not to exceed \$11,000		\$9,431

Exhibit Two
SCOPE OF WORK
City of Everett Algae Toxin Testing Program
Analytical Laboratory Support

Project Purpose/Description: Analyze water samples for freshwater algae identification and toxins

Responsible Parties for this project:

For King County:

Fran Sweeney
King County Environmental Laboratory
322 West Ewing St
Seattle WA 98119-1507
206-477-7117
Francis.sweeney@kingcounty.gov

For the Service Recipient:

Anna Thelen
City of Everett Environmental Laboratory
3200 Cedar St.
Everett WA, 98201
425-257-7726
athelen@everettwa.gov

Scope of Work

Sample Collection and Shipping

King County will provide cooler, sample bottles, and labels. Everett staff will collect, package and ship or transport the sample(s), using appropriate collection, chain of custody documentation and shipping techniques. If transported by common carrier, samples will be shipped on ice, with next-day delivery. Cost of collection and delivery of samples will be the responsibility of Everett. KCEL will accept samples Monday through Friday between 7:30 am and 5:00 pm excluding holidays and King County Operational Shutdown days.

Data Reporting

Preliminary data for algae toxin testing will be available within 3 working days of sample receipt at the lab. These results will be emailed as a pdf. Final laboratory data will be provided electronically within 10 business days of sample receipt.

The City of Everett will be billed for the actual numbers of samples received. The total for 2018 will not exceed \$5,000 as shown in the budget table below. Single analyses may be requested on a sample by sample basis.

Toxin	Analysis	Product to be delivered	Rate **
Microcystins	MLR- ADDA ELISA *	PDF preliminary data report and final data report.	\$59.50
Anatoxin-a	ATX - LC/MS/MS *	PDF preliminary data report and final data report.	\$119.00
NA	ID- Qualitative	PDF preliminary data report and final data report.	\$89.25
Saxitoxin	STX - ELISA	PDF preliminary data report and final data report.	\$47.60
Cylindrospermopsin	CYL- ELISA	PDF preliminary data report and final data report.	\$47.60
Microcystin variants	Microcystin LC/MS/MS *	PDF preliminary data report and final data report.	\$119.00
Costs not to exceed \$5,000 annually			
* EPA drinking water modifications available as needed.			
** Rates in future years may need to be adjusted for inflation.			

Agreement

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

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PROJECT TITLE:Technical Service Agreement
with King County for
Laboratory testingBriefing
Proposed Action
Consent
Action
First Reading
Second Reading
Third Reading
Public Hearing
Budget Advisory

COUNCIL BILL #

Originating Department

Contact Person

Phone Number

FOR AGENDA OF

Public Works

Chris Merwede

425-257-7865

December 13, 2017

Initialed by:

Department Head

CAA

Council President

db
*ST***Location**Water Pollution Control
Facility**Preceding Action****Attachments**

Technical Service Agreement

Department(s) Approval

Public Works

Amount Budgeted	\$17,000	
Expenditure Required		Account Number(s):
Organics Testing	\$6575.00	401-5-200-111-646-410
Organics Testing	\$2856.00	401-5-200-113-647-410
Algal Testing	\$5000.00	401-5-200-121-646-410
Budget Remaining	\$2569.00	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

This contract will allow King County Environmental Laboratory to run required testing for the 2018 calendar year. Algal testing can be used to promote consumer confidence in the City's drinking water if the water is poor tasting, and ensure that no toxins are present in the drinking water if blooms are noticed in either our drinking water reservoirs or other surface water in the City of Everett. Organics testing will be used to satisfy requirements for the Everett Water Pollution Control Facility's National Pollution Discharge Elimination System permit, as well as Industrial Pre-Treatment monitoring for specific industries.

RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor to sign the Technical Service Agreement with King County for laboratory services in an amount not to exceed \$17,000.00.

*Council
approved
12-13-17
S.P.*

